

## **EXHIBIT H**



2534 S FISH HATCHERY RD  
MADISON, WI 53711  
WWW.DRSPAVING.COM  
608-274-4932 PHONE  
608-273-2468 FAX



COMMERCIAL - RESIDENTIAL - NEW CONSTRUCTION - OVERLAYS - STAMPED ASPHALT DESIGN - RUBBERIZED ASPHALT

Proposal Submitted To Cardinal Court LLC	Project Name Circuit City Lot Repair	Telephone (home)	Date 04/08/09
Street 2125 W. Washington St.	Telephone (work)	Telephone (cell) 608 215-3328	Faximile 262 306-2880
City, State, Zip West Bend WI 53095	Project Location Circuit City (vacant) 2301 East Springs Drive (East Town)		

Project Location Directions

Project Estimator: Martin Cue

DRS to saw cut as needed to facilitate up to 3,050 square feet of repairs;

Dig out areas to an average depth of 10" as necessary to repair base;

Replace base to an average of 6";

Grade, shape and compact;

If additional base is necessary, it will be added at \$9.00 per ton;

Pave an average of 3" compacted, lot mix asphalt in a two lay process; 1 1/2" binder; 1 1/2" surface;

Total cost = \$12,170.00 (Regular Asphalt) 1 Year Warranty

Additional fuel / liquid A/C surcharges may be applied for work completed after June 30, 2009

DRS LTD not responsible for damage to existing asphalt / concrete.

**PAYMENT TERMS: 50% UPON COMPLETION OF PREP, REMAINDER UPON COMPLETION OF PAVING.**

A 1.5% per month service charge shall be charged on all outstanding balances. The undersigned agrees to pay all costs of collection. DRS warranty is null & void if seal-coating is applied to this asphalt. Corrective measures will be extra if unstable base is encountered. If asphalt to be stripped is thicker than 3", additional charges will be incurred. We propose hereby to furnish material and labor complete in accordance with above specifications and prices. All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker Compensation Insurance. DRS LTD will take all precautions when going over concrete, but will not be responsible for cracking should it occur. The warranty period for all asphalt work shall be one (1) year on materials and workmanship, from completion date, unless otherwise specified. Any claim for property damage is conclusively waived unless presented to Contractor in writing, within 7 days of the occurrence. The liability of Contractor for maintenance of nonperformance is limited to the amounts due hereunder. No materials will be placed on wet, unstable or frozen subgrade. A suitable subgrade shall be furnished to the Contractor as a condition precedent to the requirement of performance of this contract by Contractor. Contractor reserves the right to refuse to construct a pavement unless minimum grades of 1% are possible for surface drainage. If the owner directs construction with less than a minimum grade of 1%, it is understood that water ponding may occur and that no warranty attaches to the work as to satisfactory surface drainage. When resurfacing concrete, brick or asphalt pavements, the Contractor is not responsible for the reproduction of cracks or expansion joints which may occur. Contractor is not responsible for failed asphalt if others perform base work. Contractor is not responsible for damage to unmarked underground wires. DRS makes "one call" to Digger's Hotline. It is the responsibility of Digger's Hotline to properly mark all utility lines. "As required by Wisconsin Construction Lien Law, Builder (Contractor) hereby notifies owner that persons or companies furnishing labor or materials for the construction on Owner's land may have lien rights on Owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned Builder, are those who contract directly with the Owner or those who give the Owner notice within 60 days after they first furnish labor or materials for the construction. Accordingly, Owner probably will receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to his mortgage lender, if any. Builder agrees to cooperate with the Owner and his lender, if any, to see that all potential lien claimants are duly paid."

NOTE: DRS LTD may withdraw this proposal if not accepted within 60 days.

4-09-09

Authorized Customer Signature

Date

Authorized DRS LTD Signature

Date